



ITALIAN TAX REPORTING SERVICES

TERMS & CONDITIONS CUSTOMER AGREEMENT

This is a legal contract between **MEXEM Limited**, a registered investment firm in the Republic of Cyprus, and is fully licensed and regulated by the Cyprus Securities and Exchange Commission, hereinafter known as ("**MEXEM**", "**us**" or "**we**") its successors, and assigns, and the **Party/Parties** (the "**Customer**", "**Client**" or "**you**") executing this document.

This document sets out the respective rights and obligations of both **Parties** in connection with the provision of the Italian Tax Reporting Services through our third-party partner, Yak Data Ltd, for the **Clients** introduced to us by our partner, Finanza in Tasca. All **Parties** will accept and be bound by these **Terms** upon acceptance of the **Terms and Conditions** contained herein and on completion of the terms of the offer.

DEFINITIONS

For the purposes of this **Agreement**, the following terms shall have the meanings set forth below:

"**Client Account**" shall mean any and all accounts opened with **MEXEM**. An account shall be considered:

- "**Fully opened**" when it has been approved by both **MEXEM** and Interactive Brokers ("IB"), has received a first deposit, and has executed at least one (1) trade.
- "**Open Account**" when it has been approved by both **MEXEM** and IB and has received a first deposit.

"**Reward**" shall mean:

- Free tax reporting services for **MEXEM Customers** who are tax residents in Italy with a **Fully Opened** account and meet the requirements of the **Tax Reporting Promotion** as outlined in Section 2 of this **Agreement**.
- A cashback reimbursement of up to twenty-five Euros (€25) in commissions incurred for transactions executed within **Client's MEXEM** account during the defined cashback period, as outlined in Section 3 of this **Agreement**.

"**Eligibility Criteria**" shall mean the minimum requirements that a **Client** must meet to qualify for the **Promotion**, as outlined in Section 2 of this **Agreement**, including but not limited to account registration, funding, trading activity, and tax residency status.



"Eligible Customer" shall mean an individual who meets the **Eligibility Criteria** as set out in this **Agreement** and who meets all criteria according to our customer acceptance policy.

"New Client" shall mean a **Client** who either opens a new **MEXEM** Investment Account through the dedicated link: <https://accounts.mexem.com/partner?id=imyZmKOh>, or links an existing IB account to **MEXEM**, in accordance with the **Eligibility Criteria** outlined in Section 2 of this **Agreement**.

"Active Account" shall mean a **MEXEM** Investment Account that executes at least one (1) trade per calendar year.

"Funded Account" shall mean a **MEXEM** Investment Account that has received accumulated deposits totaling no less than €2,000 (two thousand euro), has been approved by both **MEXEM** and IB, and complies with the requirements for maintaining an **Active Account**.

"Qualifying Deposit" shall mean:

- For new accounts: an accumulated deposit of no less than €2,000 (two thousand euro) made during the validity of the **Promotion**.
- For linked accounts: the sum of the total account value at the time of linking and any additional deposits made during the validity of the **Promotion**, which must total at least €2,000 (two thousand euro).

"Authorised Person" shall mean a person or legal entity authorized by this **Agreement** to make use of the services and provide instructions.

"Third-Party" shall refer to Yak Data Ltd, a company registered under the laws of Cyprus (registered number: HE469878) with its registered address at Neofytou Nikolaidi & Theodorou Kolokotroni, ONISIFOROU CENTER, 2nd floor, Agios Theodoros, 8011, Paphos, Cyprus, which is an external entity engaged by **MEXEM** to facilitate the tax reporting services outlined in this **Agreement**. Yak Data Ltd is responsible for the tax reporting services but does not provide tax advisory or filing services.

"Information" shall mean personal and sensitive financial data, such as bank account numbers, personal information, trading account information, income statements, tax returns, and other confidential data, that the **Client** consents to share with the **Third-Party** for the purposes stated in this **Agreement**.

"Business Day(s)" shall mean any time from Monday 07:00 am GMT through to Friday 21:00 GMT excluding public holidays in Cyprus.



“**Platform**” shall mean the IB’s online trading platform where you can trade in financial instruments and where your **Client Account** is located.

“**Parties**” shall mean the **Company** and the **Clients** who are tax residents in Italy and eligible for the **Promotion**, with a “**Fully Opened**” account.

“**Website**” shall mean www.mexem.com.

“**Applicable Laws**” means Cyprus laws and any other instruments having the force of law as they may be issued and in force from time to time.

“**Effective Date**” means the date on which this **Agreement** comes into force and effect.

“**CET**” (“**Central European Time**”) shall mean the time zone applicable to deadlines and validity periods mentioned in these **Terms**.

1. INTRODUCTION

1.1 MEXEM’s “**Italian Tax Reporting Services Promotion**” (“**Tax Reporting Promotion**”, “**Promotion**”) provides its **Clients** with an opportunity to receive tax reporting services free of charge when they open an account with **MEXEM** under the terms outlined in Section 2.

1.2 This **Promotion** is open to **New Clients** only who meet the **Eligibility Criteria** specified in Section 2.

1.3 This **Promotion** is only available for **New Clients** who are tax residents in Italy.

1.4 These terms and conditions (“**Terms**”) form the basis of participating in the **Tax Reporting Promotion**.

1.5 By participating in the **Tax Reporting Promotion**, you agree to be bound by these **Terms**.

1.6 **MEXEM** reserves the right to amend, vary or cancel any of these **Terms** at its sole discretion at any time and without providing prior notice.

1.7 Capitalised terms used but not defined herein have the meaning given to them in the **MEXEM** Risk Disclosure, the General Terms, and Conditions (the “**MEXEM Documents**”), and any references to the **MEXEM Documents** below shall be construed accordingly.



2. TAX REPORTING PROMOTION: ELIGIBILITY AND TERMS

2.1 Eligibility Criteria for New MEXEM Accounts

To participate in the **Tax Promotion** as a **New Client**, you must meet the following conditions:

- Be a **New MEXEM Client** who has successfully registered a **MEXEM** Investment Account through this link: <https://accounts.mexem.com/partner?id=imyZmKOh>; or linked an existing IB account to **MEXEM**. In the case of linking an existing IB account, you must send an email to assistenza@mexem.com to notify **MEXEM** that you were referred to us by Finanza in Tasca.
- Be a tax resident of Italy,
- Meet the criteria for the **Qualifying Deposit**:
 - *For new accounts*: an accumulated deposit of no less than €2,000 (two thousand euro) made during the validity of the **Promotion**.
 - *For linked accounts*: the sum of the total account value at the time of linking and any additional deposits made during the validity of the **Promotion**, which must total at least €2,000 (two thousand euro).
- Have an **Active Account**. For the purposes of this **Promotion**, an “**Active Account**” shall mean a **MEXEM** Investment Account that executes at least one (1) trade per calendar year.
- Send a confirmation email to assistenza@mexem.com confirming that you have satisfied the **Eligibility Criteria** as outlined above. Failure to send this confirmation email will result in the **Client** being deemed ineligible for the free tax reporting services, regardless of meeting other conditions.

Clarification: The eligibility for the **Tax Reporting Promotion** is determined based on the accumulation of deposits totaling no less than €2,000 (two thousand euro), the execution of at least one (1) trade per calendar year, and the submission of a confirmation email to assistenza@mexem.com. Subsequent changes to the account balance or status do not affect the initial qualification for the **Promotion**, provided that these conditions are met.

2.2 Only **Clients** who meet the **Eligibility Criteria** of this **Promotion** outlined in 2.1 and continue to meet the conditions of this service each calendar year will qualify to receive tax reporting services free of charge.



2.3 This **Promotion** shall be valid until the 31st of December 2025 at 11:59 PM (CET).

3. COMMISSION REBATE PROMOTION

3.1 **MEXEM** offers a promotional opportunity ("**Cashback Promotion**") whereby eligible **New Clients** may receive a reimbursement of up to twenty-five Euros (€25) in commissions incurred for transactions executed within their **MEXEM** accounts during the defined **Cashback Period**.

3.2 The **Cashback Period** shall commence on the date the **Client** makes their first deposit into their **MEXEM** account and shall continue for twelve (12) full calendar months thereafter.

- Example: A **Client** who opens an account using the Finanza in Tasca affiliate link (as set forth in Clause 3.3) and deposits on May 17, 2025, will have the **Cashback Period** starting from June 9, 2025, and continuing for the following twelve (12) full calendar months, ending on June 30, 2026.

3.3 To be considered an eligible client for the **Cashback Promotion**, the **Client** must meet the following criteria:

- The **Client** must open a **MEXEM** account through the Finanza in Tasca affiliate link:
 - <https://accounts.mexem.com/partner?id=imyZmKOh>;
 - or link an existing IB account to **MEXEM**.
- The **Client** must make the first deposit to activate the **Cashback Period**.

The **Cashback Promotion** is strictly limited to **New Clients** only. Existing clients shall not be eligible for this promotion.

3.4 During the **Cashback Period**, **MEXEM** will reimburse the **Client** for commissions incurred from buying and selling financial instruments, subject to a maximum reimbursement of twenty-five Euros (€25).

- Example: If the **Client** incurs commissions totaling eighteen Euros (€18), the **Client** will receive eighteen Euros (€18) as cashback.
- If the total commissions incurred during the **Cashback Period** exceed twenty-five Euros (€25), the maximum reimbursement will be limited to twenty-five Euros (€25).



- If the total commissions incurred are less than twenty-five Euros (€25), the **Client** will receive a reimbursement equivalent to the exact amount of the commissions paid (e.g., twelve Euros and thirty cents (€12.30) in commissions will result in a cashback of twelve Euros and thirty cents (€12.30)).

3.5 The cashback amount will be calculated and credited by the end of the month following the conclusion of the **Cashback Period**.

- Example: If the **Client's** first deposit is made in April 2025, the **Cashback Period** shall end on July 31, 2025, and the cashback shall be calculated and credited to the **Client's MEXEM** account by the end of August 2025.

3.6 The cashback amount shall be credited directly to the **Client's MEXEM** account. **MEXEM** reserves the right to process the cashback payment solely through this account and shall not entertain requests for alternative payment methods.

3.7 The **Cashback Promotion** shall only apply to commissions incurred from trading listed financial instruments, including but not limited to stocks, ETFs, and options. Any non-commission products or fees, such as market data subscriptions, wire withdrawal fees, or debit interest, shall be explicitly excluded from the **Cashback Promotion**.

3.8 No minimum deposit will be required to qualify for the **Cashback Promotion**. The **Cashback Period** shall automatically commence upon the **Client's** first deposit, provided that the account is opened via the Finanza in Tasca affiliate link as specified in Clause 3.3.

3.9 The **Cashback Promotion** shall not be combined with any other commission-based cashback offers or promotional programs, except where explicitly authorized in writing by **MEXEM**.

3.10 **MEXEM** reserves the right, at its sole discretion, to amend, modify, or terminate the **Cashback Promotion** at any time. In the event of such changes or termination, **MEXEM** will provide prior notice to the affiliate and/or eligible **Clients** where applicable. Any amendments or termination shall not affect the rights of **Clients** who have already qualified for the **Cashback Promotion** before the change.

3.11 The **Cashback Promotion** shall remain in effect until December 31, 2025, at 11:59 PM (CET). Any eligible **Client** who satisfies the conditions of the **Cashback Promotion** on or before this date shall retain the right to receive the cashback for the entire duration of the applicable twelve-month **Cashback Period**, even if this period extends into the year 2026.



4. TERMINATION AND CHANGES

4.1 **MEXEM** reserves the right to withhold and/or cancel any **Reward** payment where, in **MEXEM's** view, transactions are made to manipulate the **Tax Reporting Promotion** and/or **Cashback Promotion** or where either a **Client** may have breached or, in **MEXEM's** view, potentially breached, any law, regulation or licensing requirement.

4.2 The **Italian Tax Reporting Services** will be applicable for the current tax year (2025) and will continue to be applicable for subsequent years, provided that the **Client** meets the **Eligibility Criteria** outlined in 2.1 and continues to meet the conditions of the service each year.

4.3 The **Italian Tax Reporting Services** and/or **Cashback Promotion** and any obligations of **MEXEM** pursuant to these will be revoked or withdrawn from **Clients** who abuse the spirit or intention of these promotions. We reserve the right to cancel or withdraw the **Italian Tax Reporting Services** and/or **Cashback Promotion** at any time in case of any suspected abuse of these promotions. Further, where any of these Rules are breached or there is any reason to suspect a **Client** has acted fraudulently or obtained an unfair or unintended advantage pursuant to the **Italian Tax Reporting Services** and/or **Cashback Promotions**, we reserve the right to stop or withdraw payment of the **Reward** or any attempted withdrawal of the same.

4.4 We are the sole arbiter of the **Italian Tax Reporting Services** and **Cashback Promotions**, these Rules, and any other issues arising under these **Terms**. Exceptions to these Rules are at the sole discretion of **MEXEM's** management, and our decision is final. We reserve the right to alter, amend or terminate the **Italian Tax Reporting Services** and/or **Cashback Promotion** or any aspect of them at any time and without prior notice.

4.5 The **Italian Tax Reporting Services** and **Cashback Promotion** is not open to **MEXEM** or any **MEXEM** Group company employees or any other company engaged in direct competition with **MEXEM** or any **MEXEM** Group company.

4.6 Any dispute or situation not covered by these Rules will be resolved by our management in a manner it deems to be fairest to all concerned and that decision shall be final and binding on all **Parties**.

4.7 If at any time all or any part of any provision of these Rules are or become illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, such provision(s) shall not affect or impair the legality, validity, or enforceability in that jurisdiction of the remainder of that provision or all other provisions of these Rules or the legality, validity or enforceability under the law of any other jurisdiction of that provision or all other provisions of these Rules.



5. RISK WARNING

5.1 The **Italian Tax Reporting Services** do not constitute tax advice. Neither receipt of shares nor any communications related to this **Promotion** constitutes a solicitation of shares or a recommendation to buy, sell, or hold any shares.

5.2 **MEXEM** does not provide tax services directly but facilitates tax calculations through its third-party partner. We only provide this service to our **Clients** who are tax residents in Italy through our third-party partner, **Yak Data Ltd**, who might share this information with their partners/affiliates who are involved in providing this service. Any obligations or requirements requested for this service are as required by our third-party partner for the sole purpose of this service.

5.3 **MEXEM** works with **Yak Data Ltd** to make capital losses and gains arising from the use of the Broker declarable. This service is not akin to a tax return service for the **Client**, just a tax calculation of the profits and losses on a **Client's** trading account, and **MEXEM** and its employees cannot, therefore, be held responsible for any erroneousess of the return submitted to the Internal Revenue Service. Therefore, the **Company** cannot be held liable in any way for any lack of documentation necessary for the proper completion of the tax return formalities to the competent authorities or for the omission of prior returns.

5.4 **Clients** acknowledge that the tax reporting services provided are limited to transaction-based reporting and do not constitute tax advice. **Clients** remain solely responsible for verifying and filing their own tax returns with the Italian tax authorities. **MEXEM** and its partners shall not be liable for any filing omissions, errors, or penalties arising from reliance on the outputs of the reporting service.

5.5 The **Cashback Promotion** outlined in Section 3 of this **Agreement** does not constitute financial, investment, or tax advice, nor does it guarantee financial gain. The reimbursement of up to twenty-five Euros (€25) in commissions is subject to the conditions specified in Section 3 and is limited solely to commissions incurred from trading listed financial instruments. **MEXEM** shall not be liable for any indirect, consequential, or incidental damages arising from participation in the **Cashback Promotion**, including but not limited to any losses incurred due to trading activities or reliance on the cashback amount. **Clients** are solely responsible for understanding the terms and conditions of the **Cashback Promotion** and making their own independent financial and investment decisions.



6. DATA PROTECTION AND CLIENT CONSENT UNDER GDPR

6.1 In connection with the tax reporting services provided under this **Promotion**, the **Client** hereby provides their explicit consent to the collection, processing, and international transfer of personal and financial data by **MEXEM** and its authorized **Third-Party** provider, **Yak Data Ltd**, for the sole purpose of facilitating tax reporting services as described in Section 2 of this **Agreement**.

6.2 The types of data processed may include, but are not limited to: bank account details, personal identifiers, trading account information, income statements, tax returns, and other sensitive or confidential data (collectively, the "**Information**").

6.3 The **Client** acknowledges and agrees that such **Information** is necessary for the proper execution of the tax calculation services and will be processed strictly within the scope of this **Agreement**.

6.4 **MEXEM** undertakes that all processing of personal data shall be carried out in compliance with the General Data Protection Regulation (EU) 2016/679 ("GDPR"), and that **Yak Data Ltd**, as a data processor, is contractually bound to uphold equivalent levels of data protection.

6.5 **Clients** who do not consent to the processing of their personal and financial data as outlined above will not be eligible for the tax reporting services of this **Promotion**. **By accepting these Terms and participating in this Promotion, the Client explicitly confirms this consent.**

7. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

7.1 **MEXEM** and/or any of its subsidiaries, affiliates, or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions, or omissions beyond the control of **MEXEM** including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.

7.2 If any tax is payable on the **Reward** paid by us to you under the **Italian Tax Reporting Services** and/or **Cashback Promotion**, this tax will be your liability and will not be incurred by us. If the law requires us to withhold this tax and settle with the relevant tax authority on your behalf, then we shall credit your **Reward** to your account net of this tax.



7.3 Nothing in this **Italian Tax Reporting Services** and **Cashback Promotion** creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the **Client** and **MEXEM**.

7.4 In the event that this **Agreement** is translated into a language other than English, including Italian, the English version shall prevail and constitute the binding version in the event of any conflict or inconsistency between the two versions of the **Agreement**.

7.5 The **Reward** for this **Promotion** is not transferable.

7.6 Single Promotion Limitation and Discretion: Unless expressly stated otherwise, all promotional offers provided by **MEXEM** are limited to one offer per **Client**, per qualifying account, transaction, or activity. **Clients** are prohibited from combining, stacking, or applying multiple promotional offers simultaneously. **MEXEM** reserves the right, at its sole discretion, to grant exceptions to this policy in specific cases, which shall be determined individually and shall not constitute a change to the general policy.

7.7 Promotional Eligibility and Final Decision: Eligibility for promotional offers is subject to verification and compliance with all applicable terms and conditions. Any misuse, manipulation, or attempt to circumvent this policy may result in disqualification from current or future promotions. All determinations regarding eligibility, application, and exceptions related to promotional offers shall be made exclusively by **MEXEM** and are final and binding on all **Parties**.

8. PRIVACY

8.1 **MEXEM** will not share or sell information regarding **Clients** and/or prospective **Clients**, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, **MEXEM's** banking or credit relationships, or to other persons as disclosed in **MEXEM's** Privacy Statement.

8.2 **Information** collected by **MEXEM** may be used for administering the **Promotion** and will only be used for the purposes stated in these **Terms and Conditions** or for other directly related purposes.

8.3 For all matters relating to the processing of personal data in connection with the tax reporting services under this **Promotion**, please refer to Section 5 (Data Protection and Client Consent under GDPR).



9. CONSENT TO ELECTRONIC SIGNATURE

9.1 By electronically signing **MEXEM's** account agreement and related documents, the **Client** acknowledges receipt of the **Client** account letter, **Client** agreement, and other documents contained as part of **MEXEM's** electronic account package. The **Client** agrees to be bound by their terms and conditions.

9.2 In addition, by signing **MEXEM's** account agreement and related documents, the **Client** is consenting to **MEXEM** maintaining and the **Client** receiving electronic records of the **Client's** trades and accounts.

10. ENTIRE AGREEMENT

10.1 This **Agreement**, with all references to **MEXEM's** policies and procedures made in this **Agreement** and the General Terms and Conditions and Risk Disclosure, embodies the entire **Agreement** between **MEXEM** and the **Client**, superseding any and all prior written and oral agreements.

11. GOVERNING LAW AND JURISDICTION

11.1 This **Agreement**, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed, and enforced in all respects following the laws of the Republic of Cyprus and **MEXEM** and the **Client** hereby irrevocably submit to the non-exclusive jurisdiction of the Cypriot Courts.

CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ, AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.